

Toledo

Teamsters #238 (Public Works)

7/1/2006 6/30/2009



AGREEMENT

BETWEEN

CITY OF TOLEDO, IOWA
(Public Works)

AND

TEAMSTERS LOCAL UNION NO. 238
Affiliated with the International Brotherhood
Of Teamsters

July 1, 2006
to
June 30, 2009

CITY OF TOLEDO PUBLIC WORKS

This Agreement is executed by the City of Toledo, Iowa (hereinafter called the "Employer"), and Teamsters Local Union No. 238, affiliated with the International Brotherhood of Teamsters (hereinafter called "Union").

ARTICLE 1 RECOGNITION

The Employer agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 6167, for those employees as listed below:

INCLUDED: All regular full time and regular part time water, wastewater, streets and public works employees including the Assistant City Clerk for the City of Toledo, Iowa.

EXCLUDED: All elected officials, supervisors, confidential employees and any other person excluded by the Act.

ARTICLE 2 DEFINITIONS

Section 2.1

A probationary employee is one who has not completed six (6) consecutive months of service with the Employer. Employees who are rehired after resignation or discharge will be required to complete another six (6) month probationary period (this additional probationary period shall not apply to an employee who is reinstated following grievance procedures into the same position). During the probationary period, employees may be terminated or discharged by the Employer without cause. No grievance may be filed regarding such action by the Employer, but a written statement of the reasons for the termination or discharge will be provided to the employee.

Section 2.2

A regular employee is an employee who has completed the probationary period and is normally scheduled to work at least thirty (30) hours per week on a regular and continuous basis during the year.

Section 2.3

Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 2.4

Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2.5

Clerk shall mean the City Clerk of the City of Toledo, or the designated representative of the Clerk. Director shall mean the Public Works Director.

Section 2.6

Workday shall mean the scheduled workday of the employee involved.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 EMPLOYER RIGHTS

The Employer will conduct, operate and manage the Public Works Department and Clerk's Office. Unless specifically limited herein, the Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charters, or special act, the exclusive power, duty and right to direct the work of its public employees, determine worker qualifications, assign work, and prescribe the number and length of the work day and work week. Such rights shall include, but not be limited to, the following rights: to plan, direct, control and subcontract any work; to discontinue any work; to change existing policies and procedures; to introduce new or improved procedures; to hire, promote, demote, transfer, assign and retain employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay off or relieve employees from duty because of lack of work or any other legitimate reason; to determine the number of employees to perform the assigned work; to assign overtime work; to determine the work and duties to which employees are assigned; to change, expand or eliminate positions; and to promulgate and enforce rules, regulations and policies. The Employer is granted the exclusive right to carry out the mission of the public employer and to initiate, prepare, certify and administer its budget and to exercise all other power and duties granted to the Employer by law. The Employer shall also have such inherent rights as are normally vested with employers unless limited by this Contract.

ARTICLE 5 POLICIES AND PROCEDURES

Section 5.1

The Employer shall have the right to make such reasonable rules, regulations and policies for the conduct of its business as it may deem desirable; provided, however, such rules shall not conflict with the terms of this Agreement. Employees shall be disciplined in accordance with established rules of the Employer. Newly established rules, policies and regulations, or changes in such rules, shall be reduced to writing and furnished to the Union at least ten (10) days before the effective date of the rule.

Section 5.2

Unless specifically modified in this Agreement, employees shall continue to be subject to and bound by all rules, regulations and policies of the Employer as the same may from time to time be amended.

ARTICLE 6 SUPERVISORY WORK

The Employer and Union agree that the Employer's various departments are being operated on a small scale. In recognition of this fact, it is agreed that supervisors shall perform such regular duties as time shall permit consistent with the performance of supervisory duties.

ARTICLE 7 NON-DISCRIMINATION IN EMPLOYMENT

Section 7.1

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership. There will be no discrimination by the Employer or Union because of membership or non-membership in the Union. The Union agrees that neither it, nor any of its officers or agents, will engage in Union activity which will interrupt or interfere with the operations of the Employer.

Section 7.2

The Employer and Union agree to comply with all federal and state non-discrimination in employment laws. The parties specifically agree that the Employer may take any action required to comply with the Americans with Disabilities Act in spite of any provision in this Agreement to the contrary.

ARTICLE 8 CHECK-OFF

Section 8.1

The Employer agrees, upon receipt of written authorization of the employee, to deduct from the pay of an employee who is a Union member covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employee and agrees to remit to said Local Union all such deductions. The written authorization by the employee is to be furnished in the form required by law. If the employee provides thirty (30) days written notice, the employee may terminate the dues check off and the Employer shall no longer deduct dues and initiation fees and remit them to said Local Union.

Section 8.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 8.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, order, damages, or judgments brought or issues against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

Section 8.4

The Employer shall make deductions for Teamsters Local 238 Credit Union provided the employee has provided proper written authorization.

ARTICLE 9 UNION REPRESENTATIVES – STEWARDS

Section 9.1

Authorized representatives of the Union shall be permitted to visit the Public Works and Clerk's Offices and confer with representatives of the Employer. If such Union representative desires to confer with a union steward of an employee on duty, the representative must first notify and obtain permission of the supervisor. The steward or the employee will be granted permission for such conference if it does not interfere with the normal operations of the department. Time spent in such conferences shall be without pay.

Section 9.2

The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate steward whose authority shall be limited to and not exceed the following duties and activities:

- (1) To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such a routine nature that it does not interfere with the Employer's operation.
- (2) To represent an employee at any time during any type of disciplinary action if requested to do so by the employee being disciplined.

Stewards are expected to investigate any alleged grievance during the non-working hours of the steward and the grievant.

Section 9.3

An on-duty employee may attend negotiations and will be subject to call and may have to leave.

Section 9.4

The Employer shall provide a bulletin board in each location for posting of Union notices on such bulletin board. Only Union officials or stewards shall present to management notices to be posted on such bulletin boards. Notices shall be signed by either the Union official or steward and said notices shall be restricted to only the following matters:

- (a) Union meetings;
- (b) Union elections, appointments and results of such elections;
- (c) Union recreational, educational and social affairs;
- (d) Such other matters as are mutually agreed upon by the Union and the Employer.

Section 9.5

Union representatives and employees will not be paid for time spent on Union business during working hours.

ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION

Definition

A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

First Step.

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the Department Head.

Second Step.

If the grievance is not resolved satisfactorily on Step One, the Union may file, within five (5) days after the occurrence giving rise to the grievance, a written grievance with the Department Head. The Department Head will meet with the Union within fourteen (14) days and attempt to resolve the grievance. All written grievances shall state the Article and Section of the Agreement alleged to have been violated, the date of the violation, a brief description of the facts giving cause for the grievance and relief requested.

Third Step.

- (a) If the grievance is not resolved satisfactorily in Step Two, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step Two answer is given. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.
- (b) The grievant and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators. Either party may request a new panel of seven (7) arbitrators.
- (c) The parties shall strike names from the panel. The Union shall remove the first name from the list. The meeting to strike names shall be held within fourteen (14) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- (d) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising hereunder.

- (e) Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Union.

The failure by an employee, the Union, or its representative to process a grievance or appeal of the Employer's answer within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered forfeited. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance, which then may be appealed to the next step.

The Union's decision to arbitrate shall be authorized by the Local Union Executive Board or its Business Agent.

ARTICLE 11 NO STRIKE

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strike, slowdown, boycott, sit-in, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 12 IMPASSE PROCEDURE

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 13 SENIORITY

Section 13.1

A probationary period of six (6) months shall be required for full-time employees. The six (6) month probationary period covers only performance and job related qualifications. All fringe benefits are granted to full-time employees (employees who work an average 40-hour week and 2,080 hours per year) after thirty (30) days of continuous employment as a full-time employee.

Section 13.2

Seniority is defined as an employee's length of regular full-time continuous service with the Employer since the employee's last date of hire.

Section 13.3

In the event it becomes necessary to reduce the work force, seniority will be followed for those positions coming under this Agreement. When recalling employees, they shall be recalled according to seniority.

- (a) In the event of a layoff, an employee so laid off shall be given ten (10) days notice of layoff or recall by certified letter, mailed to his last known address. The employee must respond to such notice of recall within three (3) days after receipt of notice of recall

unless otherwise mutually agreed to. In the event the Employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.

- (b) All employees on layoff status shall retain their seniority for a period of one (1) year.
- (c) Prior to layoff an employee will be given ten (10) days notice of an intent to layoff.
- (d) Laid off employees have the sole responsibility for notifying the department of any address change. Notices under this Article shall be deemed to have been received by the employee three (3) days after notice of recall is mailed by certified mail to such employee at the employee's then current address on file with the department.

Section 13.4

An employee shall lose seniority and the employment relationship shall be terminated as follows:

- (a) the employee quits or is discharged for proper cause;
- (b) the employee engages in other work while on a personal leave of absence;
- (c) the employee gives a false reason for obtaining a personal leave of absence;
- (d) the employee is absent from work for two (2) consecutive days without notice to Employer;
- (e) the employee fails to report for work at the end of a leave of absence;
- (f) the employee fails to report to work following a layoff as required above;
- (g) the employee retires.

Section 13.5

Benefits shall not accumulate or continue after the first consecutive thirty (30) days of an unpaid leave of absence.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1

The workweek shall run from 12:01 A.M. Monday through 12:00 Midnight Sunday evening. The regular shift shall be Monday through Friday 7:30 A.M. to 4:30 P.M. The Departmental Head may schedule extra shifts when deemed necessary. In addition, the Department Head shall have discretion to vary the shift days and hours to meet emergency needs. A lunch period of one (1) hour (unpaid) shall be taken as near as possible the middle of the workday. Two (2) fifteen (15) minute work breaks are allowed one before lunch and one after.

Section 14.2

Overtime shall be paid by the Employer for the following:

- (a) Time worked over the scheduled shift (8 hours in a day); or
- (b) Hours worked in excess of forty (40) hours per work week.

To be paid for overtime, extra hours worked beyond the scheduled shift must be approved in advance by the Department Head.

The Department Head shall have discretion to grant compensatory time to the Employee in lieu of overtime. Such compensatory time shall be granted only at the request of the Employee, and only if the Department Head determines that the use of that compensatory time can be accommodated without hardship to the Employer. No Employee can accumulate more than 40 hours of compensatory time. All compensatory time shall accumulate at the rate of 1.5 times the number of overtime hours worked. All compensatory time accumulated must be used or cashed out by the Employer by the annual anniversary date of employment each year. There shall be no carry over of compensatory time from year to year.

Section 14.3

The Employee shall work on a rotating basis the weekend shift. It shall be the Department Head's discretion to assign which Employee shall work the weekend shift.

Additionally, there are specific other duties unique to this Employer that may require assignment by the Department Head outside the regular work day, including cemetery and funeral duty, winter grave openings, snow removal, and other emergencies such as water main breaks. Weekend and Holiday scheduled shifts shall have a two (2) hour minimum (per day) pay in winter and three (3) hours minimum (per day) in summer. If duties require less than the minimum, the employee may leave work on completion of duties.

Time worked outside the regularly scheduled work day shall be paid at the regular rate if worked on Monday through Friday. All weekend shift work together with other special duties or emergencies performed on Saturday or Sunday shall be paid at the rate of one and one-half (1½) times regular pay.

Weekend shift shall mean regular water and wastewater monitoring and park maintenance performed on Saturday and Sunday.

Section 14.4

The standard payroll shall be paid bi-weekly with paydays on the Friday following the end of the payroll period. The pay period will cover a two (2) consecutive week period.

Section 14.5

If an employee is required by the Employer to appear at a City Council meeting, he/she will be paid for all time spent at the meeting.

Section 14.6

The Employer shall have the right to change the work assignment of any Employee prior to the commencement of the Employee's shift, provided the Employee is given as much advance notice of the change as possible under the circumstances.

Section 14.7

Any overtime will be paid at one and one-half (1½) times the regular rate of pay for each hour of overtime.

ARTICLE 15 HOLIDAYS

Section 15.1

Regular full-time employees will be paid eight (8) hours times the employee's straight time rate for the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Personal Day – taken with Supervisor prior approval

Section 15.2

The regular full-time employees will be paid for eight (8) hours of regular pay for each of the above-specified holidays, provided: (i) the employee has worked as a full-time employee for thirty (30) calendar days; and (ii) the employee has worked the last scheduled work day preceding the holiday and the first scheduled work day following such holiday. Any employee who is on an authorized vacation or sick leave of absence shall be considered as having worked for purposes of this Article.

Section 15.3

An employee who works on a recognized holiday shall receive, in addition to holiday pay, overtime for all hours worked on the holiday.

ARTICLE 16 VACATIONS

Section 16.1

Subject to the provisions of this Article, all full-time employees shall be granted paid vacation based upon years of continuous, active service with the Employer as follows:

- Five (5) days each calendar year after one (1) full year of employment;
- Ten (10) days each calendar year after two (2) full years of employment;
- Fifteen (15) days each calendar year after seven (7) full years of employment;
- Sixteen (16) days each calendar year after sixteen (16) full years of employment and one (1) additional day each calendar year for each additional full year of employment after sixteen (16) to a maximum of twenty-five (25) days after twenty-five (25) full years.

Section 16.2

The purpose of vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the same as presently administered. Accordingly:

- (a) All vacation earned must be taken by the employee prior to the time the employee is credited with any additional vacation, unless the Department Head authorizes, in writing, an extension of time for taking said vacation;
- (b) No employee shall be entitled to vacation pay in lieu of vacation;
- (c) An employee whose employment with the Employer is terminated for any reason, voluntarily or involuntarily, shall receive vacation earned for years prior to the year in which the employment is terminated and not previously taken.

Section 16.3

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 16.4

Vacation requests for two (2) or more days of vacation must be submitted at least seven (7) calendar days in advance of the vacation period requested. The Department Head can waive this requirement. Vacation requests of one or two days shall be submitted to the Department Head as soon as possible.

Section 16.5

In the event that a holiday falls within an employee's vacation leave, the day off will be counted as a holiday rather than a day of vacation.

Section 16.6

Vacation pay shall be computed based on eight (8) hours at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

ARTICLE 17 SICK LEAVE

Section 17.1

Sick leave shall be used for personal illness and injury of the employee. Sick leave will not be allowed if an employee is injured while engaging in self-employment or the employment of a different employer.

Section 17.2

All full-time employees shall earn and will accumulate one and one-half (1½) days of sick leave per month of full-time employment up to a maximum accrual of ninety (90) sick days.

Section 17.3

To be eligible for sick leave, an employee shall notify the Employer of the illness or injury as soon as possible but in any event one hour prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could

not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 17.4

The Employer has the right to verify the reported illness of an employee. An absence of three (3) or more consecutive work shifts may, at Department Heads' discretion, require a certification from the employee's physician to be eligible for sick leave pay. In the event an employee has excessive use of sick days in comparison with the remainder of the employees, the Employer may require the employee to furnish a medical doctor's written statement to verify future illnesses before any sick leave payment will be made.

Section 17.5

In the event of an on-the-job injury occurred while working for the Employer, the employee must cooperate with the Employer and insurance carrier in providing relevant information pertaining to the occurrence of the injury. The employee shall retain the benefits received from workers' compensation. No employee is entitled to receive paid sick leave benefits and workers' compensation benefits for the same injury, except that the employee may use accumulated sick leave for the first fourteen (14) days after an injury.

Section 17.6

No compensation shall be paid for unused sick time upon retirement, or any other separation from employment.

ARTICLE 18 FUNERAL LEAVE

Regular full-time employees will be eligible for a paid leave of absence of up to five (5) working days immediately following the death of a spouse or child. Regular full-time employees will be eligible for a paid leave of absence on the day before, the day of, and the day after the funeral of the parent, sister, brother, grandparents and grandchildren of the employee and spouse. All pay will be at the employee's straight time hourly rate times eight (8) hours. Additional time off without pay for travel will be granted by the Employer. Only days absent which would have been regular workdays are eligible for payment.

ARTICLE 19 MILITARY LEAVE

Section 19.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

Section 19.2

According to Section 29.A28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

ARTICLE 20 JURY DUTY AND COURT LEAVE

Section 20.1 Jury Duty

A full-time employee shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee shall submit certification of jury service to the City and shall assign to the City that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. The employee must report to work if they are discharged from the jury before the end of their regular scheduled hours of work.

ARTICLE 21 UNIFORMS

Section 21.1 Uniforms

The Employer will provide (and employees shall wear, during working hours) eleven (11) uniforms and pay for the cleaning, repair or replacement of uniforms soiled, damaged or destroyed in the performance of duties.

Section 21.2

The City will furnish:

- (a) The cost of safety glasses to be paid by the City (the Employer will pay up to \$100.00 annually for prescription glasses, but the examination and dispensing fee are to be paid by the Employee). For safety purposes, it will be mandatory to wear safety glasses. The Employer shall replace safety glasses. The Employer shall replace safety glasses when they are broken or damaged in the service of the Employer.
- (b) The Employer will reimburse the Employee, up to a maximum of \$100.00, for the purpose of approved steel-toe safety shoes, once annually (based on anniversary of date of hire) upon submission of the sales slip. Excluded from reimbursement will be dress, tennis shoes and western style boots. It shall be mandatory to wear safety shoes for safety purposes.
- (c) Such other safety equipment as is necessary or by law such as hard hats and rubber gloves.

Section 21.3

This paragraph shall apply only to the Assistant City Clerk. The Employer shall provide (on a reimbursement basis) uniforms that the Assistant City Clerk shall wear during regular working hours and at times when the employee is representing the City such as meetings and conferences. The uniform shall consist of a "polo" style shirt and a blazer, colors to be of the employees choosing. Each such uniform item shall have embroidered or otherwise appropriately applied a City of Toledo logo or simply the words "City of Toledo" on the front of the garment. A permanently applied patch with the same or similar logo or words shall also be acceptable. The annual expenditure for such uniform items shall be an amount equal to the annual cost (per employee) of uniform service for the other public works employees. Since this is the first year for provision of such uniforms, an amount up to the total annual amount may be

expended initially to acquire the items, but the total expended in the first year shall not exceed the amount set out above. The uniform allowance shall be administered as follows: the Assistant City Clerk shall select the proposed vendor and the items to be acquired, and that, together with the computed cost shall be submitted for prior City Council approval. Thereafter, the annual expenditures shall be on a reimbursement basis for cleaning, repair, or replacement up to the annual maximum set out above. If the employee makes a request and the City Council approves, the uniforms can be acquired on a "rental" or "uniform service" basis, so long as the annual cost does not exceed the maximum set out above.

ARTICLE 22 EVALUATIONS AND OTHER MATTERS

Section 22.1

The City of Toledo has the right to discipline employees for just cause. The City of Toledo has a progressive discipline procedure which establishes guidelines regarding the violations of rules and regulations by employees. The progressive discipline is as follows:

- A. Minor violation of supervisor's orders or policy – no loss or injury to City or other persons. Such violations are a prior violation for one (1) year after the date it occurs.

First Offense	Verbal warning
Second Offense	Written warning with copy in personnel file
Third Offense	Suspension without pay one (1) to three (3) days as imposed by Department Head.
Fourth Offense	Termination

- B. Substantial violation of supervisor's orders or policy resulting in loss or injury to City or other persons. Such violations are a prior violation for eighteen (18) months after the date it occurs.

First Offense	Written warning and suspension up to five (5) days depending on severity of loss or injury.
Second Offense	Termination

- C. Major violation of supervisors orders or policy resulting in substantial loss or injury to City or other persons; Theft from City; neglect of duty (resulting in such loss or injury); loss of licenses or certifications required for employment and essential job duties.

First Offense	Termination
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- D. If an employee receives three (3) suspensions within any five (5) year period, that employee may be terminated, solely in the discretion of the City Council.

Section 22.2

- A. All evaluation forms will be retained, locked, and under the control of the City Clerk.
B. Employees shall receive a photocopy of their own evaluation but are not entitled to review the evaluations of any other employees.
C. Department heads are entitled to review the evaluations of their employees only, not the evaluations of employees of other departments.

- D. Evaluation records are considered confidential personnel records under Iowa Code Chapter 68A. Photocopies of evaluation forms will be forwarded to any outside agencies requesting such, only after written approval to release the form is given by the employee. Evaluations will be completed by the employee's supervisor annually in December.

Section 22.3

A physical examination for the purpose of determining the fitness to perform the work for which hired shall be required of all new full time employees. This pre-employment physical shall be by a doctor designated and paid for by the Employer.

Section 22.4

The Employee shall have the right (upon three [3] business days prior notice) to review all contents of his or her personnel file. The Employee may request copies of those file contents, once each year at no cost; other requests for copies shall be paid for by the Employee to the Employer at ten cents (\$0.10) per page. The Employer may make appropriate entries to the Employees' file at any time, but all new entries shall have a copy provided to the Employee. Annual reviews and supporting documents for those reviews shall be removed from the file and destroyed three (3) years after completion. The result is that the Employees' file will always contain three (3) annual reviews. Personnel file documents related to disciplinary proceedings shall remain in the file forever, provided however that this provision concerning file contents shall in no way be considered a modification of the provisions of Article 22 and the time limitations therein regarding prior violations.

ARTICLE 23 OUTSIDE EMPLOYMENT

Section 23.1

Employees who desire to obtain outside employment or engage in self-employment must submit a written notification to the Department Head.

Section 23.2

Employees shall not engage in outside employment, which adversely affects the employee's job performance for the employer.

Section 23.3

The Employee must provide the Department Head with a telephone number of the employee's outside employment where the employee can be reached by the Department in case of an emergency.

ARTICLE 24 GENERAL CONDITIONS

Section 24.1

This Agreement shall be construed under the laws of the State of Iowa.

Section 24.2

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 24.3

In the event any provision of the Agreement is held invalid by a court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provision of this Agreement.

Section 24.4

Training is an important aspect of every employee's job. The following guidelines shall apply to training:

The Department Head will approve the training to be undertaken and assign the employee to the training as any other job assignment.

Transportation and tuition shall be paid for or provided by the Employer. Actual meal expense, verified with receipts, shall be reimbursed up to a maximum of \$20.00 per day.

Training during regular hours, the preferred situation, shall be paid for as any other work assignment.

If the training seminar the employee is attending is out of town, the Department Head may authorize overnight lodging with the cost to be paid by the Employer.

Section 24.5

The Employer will pay mileage at the then current city rate per mile if the employee uses his or her vehicle for out of town travel.

ARTICLE 25 INSURANCE

Section 25.1

The City will continue to pay the full cost of dependent/single health insurance coverage available to regular full time employees. The City reserves the right to change insurance carriers provided that the benefits remain substantially equal or greater than the existing policy. As long as the City of Toledo offers a dental program for full time municipal employees, the program shall be made available to full time public service employees with the City paying the same portion of the premium as it pays for other municipal employees.

Section 25.2

The City will provide fifteen thousand dollars (\$15,000.00) life insurance for full time employees; coverage to be on or off the job with an additional fifteen thousand dollars (\$15,000.00) for accidental death of employees.

**ARTICLE 26
WAGES**

Section 26.1

Wages for the term of this contract is established in accordance with this Article.

	FY 2006-2007	FY 2007-2008	FY 2008-2009
Public Works Foreman	\$16.25	\$16.74	\$17.24
Water/Wastewater Operator	\$15.34	\$15.80	\$16.27
Utility Person/Parks/Grounds	\$14.00	\$14.42	\$14.85
Equipment Operator/Utility	\$14.10	\$14.52	\$14.96
Cemetery Sextant/Utility	\$14.00	\$14.42	\$14.85
Deputy City Clerk	\$14.11	\$14.53	\$14.97
General Laborer	\$11.73	\$12.08	\$12.45

In addition to the hourly wage set forth above, employees may earn certification pay. Certification pay will be paid in accordance with the following schedule:

- | | | |
|----|--------------------------------|--------------------------------------|
| 1. | Water Certification Level 2 | Twenty-five cents (\$0.25) per hour |
| 2. | Wastewater Certification Level | Twenty-five cents (\$0.25) per hour |
| 3. | Water Certification Level 1 | Ten cents (\$0.10) per hour |
| 4. | Wastewater Certification Level | Ten cents (\$0.10) per hour |
| 5. | Certified Municipal Clerk | Twenty-five cents ((\$0.25) per hour |

It is specifically provided however that no pay shall be awarded for certifications unless specifically authorized by action of the City Council. At the same time of execution of this contract, the water/wastewater operator is eligible for Level 2 certification pay for both water and wastewater; the equipment operator/utility person is eligible for Level 1 certification pay at the rate of ten cents (\$0.10) per hour; the deputy city clerk is eligible for certified municipal clerk pay at twenty-five cents (\$0.25) per hour. Such certifications as contained in this sub-paragraph are the only certifications eligible for compensation until such time, if ever, additional certified pay positions are authorized by the City Council.

Section 26.2

For purposes of calculating overtime, holiday, vacation, funeral and sick leave pay, the hourly wage shall be calculated using two thousand eighty (2,080) hours of scheduled work per year.

**ARTICLE 27
DURATION OF AGREEMENT**

Section 27.1

This Agreement shall be effective on the first day of July, 2006, and all provisions shall continue in full force and effect through June 30, 2009.

Section 27.2

Negotiations shall begin no later than October 15, 2008, when the entire contract shall be open for negotiations. The Union shall serve written notice to the Employer of its intention and request for negotiations not later than that date.

WITNESS OUR HAND AND SEAL THIS 10 DAY OF April, 2006.

FOR THE UNION

Dary Dunham
Principal Officer

Rik Willett
Business Representative

FOR THE CITY OF TOLEDO, IOWA

Bill Auteen
Mayor

ATTEST:

Carolyn Brownfield
City Clerk

By authority of the City Council, City of Toledo,
Iowa